

1 LAURENCE F. PULGRAM (CSB No. 115163)
lpulgram@fenwick.com
2 JENNIFER L. KELLY (CSB No. 193416)
jkelly@fenwick.com
3 ILANA S. RUBEL (CSB No. 221517)
irubel@fenwick.com
4 GUINEVERE L. JOBSON (CSB No. 251907)
gjobson@fenwick.com
FENWICK & WEST LLP
5 555 California Street
San Francisco, CA 94104
6 Telephone: (415) 875-2300
Facsimile: (415) 281-1350
7

8 ERIC J. BALL (CSB No. 241327)
eball@fenwick.com
9 MATTHEW B. BECKER (CSB No. 291865)
mbecker@fenwick.com
FENWICK AND WEST LLP
10 801 California Street
Mountain View, CA 94041
11 Telephone: (650) 988-8500
Facsimile: (650) 938-5200
12

13 Attorneys for Plaintiff
NEXTDOOR.COM, INC.

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION
17

18 NEXTDOOR.COM, INC., a Delaware
corporation,

19 Plaintiff,

20 v.

21 RAJ ABHYANKER, an individual,

22 Defendant.
23
24

Case No.: 3:12-cv-05667-EMC-NMC

**NEXTDOOR.COM'S LIST OF
TWENTY EXHIBITS**

[PER DOCKET 398]

Final Pretrial
Conference: November 25, 2014
Time: 2:30 p.m.
Courtroom: 5, 17th Floor
Judge: Hon. Edward M. Chen
Trial Date: December 8, 2014

1 Nextdoor.com, Inc. (“Nextdoor.com”) respectfully identifies the following twenty
 2 representative exhibits and their primary relevance and purpose, pursuant to the Court’s Order re
 3 Pre-Trial Filings (Dkt 398). (Some exhibits may serve additional purposes as well.)

4 **1. Dkt. 332-9, Ex. H: November 1, 2012 Printout of www.nextdoor.cm Website.**

5 a. **Exhibit Description:** In his response to Nextdoor.com’s Interrogatory No. 7,
 6 Abhyanker identified this print out as an example of his website offered at www.nextdoor.cm.

7 b. **Relevancy and Purpose:** Demonstrates Abhyanker’s bad faith intent to profit by
 8 (1) creating a website at the .cm Domain to compete with Nextdoor.com; and (2) confusing
 9 Nextdoor.com’s users and attempting to divert traffic from Nextdoor.com; and (3) the
 10 implausibility of his good faith claim given his intentional infringement of Nextdoor.com’s rights.

11 **2. Exhibit 476: October 24, 2006 Email from Abhyanker to Sandeep Sood,**
 12 **Ankur Verma and Babar Rana Regarding the Formation of Fatdoor, Inc.**

13 a. **Exhibit Description:** By the morning of October 24, 2006, Abhyanker had decided to
 14 use the name and mark FATDOOR—not Nextdoor—for his purported social networking idea.
 15 That same morning, Abhyanker incorporated Fatdoor, Inc., with Sandeep Sood as the President,
 16 and began evaluating a website design and logo for Fatdoor, Inc.

17 b. **Relevancy and Purpose:** This exhibit evidences that the only company to offer a
 18 social networking services was Fatdoor, Inc., not Abhyanker personally, and not any company
 19 under a “nextdoor” name. Additionally, in light of Abhyanker’s quick switch to and acceptance
 20 of the Fatdoor name, this exhibit undermines his claim that he continued to use or wanted to use
 21 “nextdoor” after his brief consideration in October 2006.

22 **3. Exhibit 180: February 1, 2007 Assignment Agreement between Fatdoor, Inc.**
 23 **and Abhyanker.**

24 a. **Exhibit Description:** In connection with receipt of outside investment in Fatdoor,
 25 Inc. in 2007, Abhyanker assigned Fatdoor, Inc. any interest in the patent applications, the
 26 underlying concepts, and other relevant intellectual property rights claimed by Abhyanker, in his
 27 defense, as the basis for his good faith belief.

28 b. **Relevancy and Purpose:** Abhyanker’s assignment of all rights in any relevant

1 intellectual property to Fatdoor, Inc., negates his claim of a good faith belief that he personally
2 had intellectual property rights in the .cm Domain or the right to use the “nextdoor” name. It is
3 because he knew he lacked ownership that later Abhyanker fabricated a fake assignment *back* to
4 himself of Fatdoor, Inc.’s rights (*see* Exh. 186). It is implausible for Abhyanker to be acting in
5 good faith when he knew he had to fabricate his claims.

6 **4. Exhibit 225: July 13, 2007 Email from Fatdoor, Inc.’s Counsel to Abhyanker.**

7 a. **Exhibit Description:** During due diligence, this email by Fatdoor, Inc.’s lawyer
8 (sent to investors and copied to Abhyanker as CEO of Fatdoor) confirms (at page 2 point VI.2)
9 Abhyanker’s representation that Abhyanker assigned to Fatdoor, Inc. all relevant intellectual
10 property rights and that he held no rights of his own.

11 b. **Relevancy and Purpose:** Given Abhyanker’s assignment of all rights in any
12 relevant intellectual property to Fatdoor, Inc., Abhyanker cannot have a good faith belief that he
13 had intellectual property rights in the .cm Domain or the right to use the “nextdoor” name.

14 **5. Exhibit 189: A True Copy of a November 11, 2012 Email String Between**
15 **Abhyanker and Center’d Corporation’s Board of Directors, and later Abhyanker**
16 **and Daniel Hansen, Regarding Center’d Corporation’s Assets.**

17 a. **Exhibit Description:** In the earliest email in Exhibit 189, Abhyanker notes that he
18 does not know who acts for Center’d and asks certain former Board of Director members to
19 appoint him as an interim CEO. (Center’d Corporation is a name change of Fatdoor, Inc.). In the
20 last email, Center’d Corporation’s former counsel, Daniel Hansen, states that he cannot provide
21 Abhyanker with advice regarding the mechanics of appointing Abhyanker as interim CEO.

22 b. **Relevancy and Purpose:** This exhibit evidences Abhyanker’s lack of ownership or
23 standing to assert any claim to rights in the .cm Domain. Abhyanker’s attempts to acquire rights,
24 his failure to do so, and his later creation of a false story that he obtained such rights, evidences
25 his lack of a good faith basis to believe he had such rights. This exhibit also undermines
26 Abhyanker’s testimony that Hansen advised him he could act as interim CEO. This exhibit
27 further evidences Abhyanker’s intent to profit in connection with the .cm Domain by use of the
28 “nextdoor” name or domain against Nextdoor.com in this litigation.

1 **6. Exhibit 188, Ex. G: A Fabricated Excerpt of the November 11, 2012 Email String**
2 **Between Abhyanker and Center'd Corporation Board of Directors.**

3 a. **Exhibit Description:** In this exhibit, Abhyanker has deleted and replaced with
4 ellipses, substantial text from the true copy of this email in Exhibit 189. In particular, Abhyanker
5 deleted his statement that he did not know who has the authority to appoint him as an interim
6 CEO. Abhyanker also deleted his statement assuring Center'd that if he were appointed interim
7 CEO, he would act to benefit Center'd. Abhyanker attached this fabricated email to his
8 declaration in opposition to Nextdoor.com's MSJ (Dkt. 150-1) and falsely declared that this email
9 provided him the authority to control Center'd Corporation's assets.

10 b. **Relevancy and Purpose:** Abhyanker's alteration of this exhibit, in addition to
11 undermining his credibility generally, demonstrates his knowledge that the true facts could not
12 support his claim of rights against Nextdoor.com. This undermines any good faith claim.

13 **7. Exhibit 186: A Fabricated November 12, 2012 Assignment Agreement.**

14 a. **Exhibit Description:** This exhibit is dated November 12, 2012, a week after this
15 action was filed. It purports to be an Assignment Agreement in which Abhyanker, claiming to act
16 as CEO of Center'd Corporation assigns all of the company's assets to himself personally for
17 \$1.00. Abhyanker attached this fabricated assignment to his declaration in opposition to
18 Nextdoor.com's MSJ (Dkt. 150-1) and falsely declared that this assignment provided him the
19 authority to control Center'd Corporation's assets.

20 b. **Relevancy and Purpose:** This is relevant to: (1) evidence Abhyanker's lack of
21 ownership or standing to assert any claim to rights to use the .cm Domain; (2) contradict
22 Abhyanker's claim that he acquired any assets through Fatdoor or Center'd; and (3) evidence
23 Abhyanker's practice of fabricating documents to simulate rights purportedly related to the .cm
24 Domain, including self-interested assignments of corporate assets to himself. It is implausible for
25 Abhyanker be acting in good faith when he knew that he had to fabricate documentation in order
26 to backfill a claim to those rights. Such conscious fabrications evidence intent and lack of
27 mistake in making his claims to fabricated rights.
28

1 **8. Exhibit 190: November 13, 2012 Email from Abhyanker to Center'd's Reps**
 2 **Confirming that Abhyanker *Did Not* Have the Authority to Act as Center'd CEO.**

3 a. **Exhibit Description:** A day after the date of the fabricated November 12, 2012
 4 Agreement regarding Center'd's assets, Abhyanker again emailed Center'd's representatives
 5 asking for their permission to appoint him as an interim CEO. Contrary to Abhyanker's
 6 representations to this Court in his declaration and in the fabricated assignment agreement,
 7 Abhyanker states in this email that: "I do not have a clear indication of authority or consent from
 8 the current Center'd board to serve as the interim CEO" and "I cannot represent you and your
 9 funds as Center'd shareholders without clear authority." Abhyanker does not reveal that he has
 10 already purported to assign all of Center'd's assets to himself. Abhyanker does, however, reveal
 11 in this email his intent to profit off of Center'd's assets by using them in this litigation.

12 b. **Relevancy and Purpose:** This exhibit evidences that the assignment agreement in
 13 Exhibit 186 is a fabrication. Abhyanker knew he had no authority to act as Center'd's CEO.
 14 Thus, this exhibit contradicts Abhyanker's claim that he acquired any assets from Center'd—
 15 which owned any rights in the "Fatdoor (formerly nextdoor)" concept and intellectual property.
 16 Finally, this exhibit evidences Abhyanker's intent to compete with Nextdoor.com and profit off of
 17 his litigation against Nextdoor.com.

18 **9. Exhibit 197: Abhyanker's First Amended Complaint Against Nextdoor.com Filed**
 19 **in Santa Clara County Superior Court on December 6, 2011.**

20 a. **Exhibit Description:** Abhyanker's State Court complaint refers to the "nextdoor"
 21 concept as the "Nextdoor/Fatdoor" concept, and further alleges that it is owned by Fatdoor, Inc.
 22 Exhibit C to the complaint has authentic excerpts of an 'Executive Summary.' (A fabricated
 23 version of the Executive Summary is described below in Exhibit 196).

24 b. **Relevancy and Purpose:** Abhyanker's State Court complaint evidences that it was
 25 Fatdoor, Inc., not Abhyanker, that had any possible interest in the "nextdoor" name. This is
 26 relevant to show that, just weeks before registering the .cm Domain, Abhyanker, was well aware
 27 that he had no ownership of rights in the "nextdoor" name. Abhyanker's knowledge contradicts
 28 any claim that Abhyanker acted in good faith.

1 **10. Exhibit 196: An Altered Version of an Executive Summary, Purportedly Dated**
 2 **June 21, 2007 But Actually Created December 5, 2013.**

3 a. **Exhibit Description:** The Executive Summary in this exhibit was modified in 2013
 4 to add the phrases “nextdoor.com bids placed” and “we understand the sensitivity of the name
 5 fat”—to simulate an intent to change names from Fatdoor to Nextdoor.

6 b. **Relevancy and Purpose:** Abhyanker’s modification of the Executive Summary
 7 evidences that, contrary to his claim now that he always intended to use and continually tried to
 8 acquire the name “nextdoor,” he did not. Rather than having such genuine intent, Abhyanker
 9 simulated such intent by fabricating documents, an act that undermines both his claim he
 10 genuinely believed he had rights (absents such fabrications), and his credibility generally.

11 **11. Exhibit 18: Abhyanker’s Trademark Application File for the NEXTDOOR Mark.**

12 a. **Exhibit Description:** This is Abhyanker’s first ever trademark application for the
 13 NEXTDOOR mark, filled December 28, 2011, after Abhyanker registered the .cm Domain.
 14 Later, on February 8, 2012, Abhyanker amended his trademark application to allege use of the
 15 NEXTDOOR mark based on a screenshot from the www.nextdoor.cm website.

16 b. **Relevancy and Purpose:** Abhyanker’s trademark application evidences his use,
 17 and intent to profit from his use, of the .cm Domain in support of his attempt to acquire a
 18 NEXTDOOR mark, compete with Nextdoor.com, and usurp its name.

19 **12. Exhibit 87: Abhyanker’s February 9, 2012 Amended Notice of Opposition to**
 20 **Nextdoor.com’s NEXTDOOR mark.**

21 a. **Exhibit Description:** Abhyanker filed an Opposition against Nextdoor.com’s
 22 registration of its name as a trademark. Abhyanker’s Opposition claimed to rely on his use of the
 23 NEXTDOOR mark on the www.nextdoor.cm website, his own trademark application for the
 24 NEXTDOOR mark, and the purported use of the NEXTDOOR mark on his eDirectree website
 25 (which Nextdoor.com believes was fabricated, as discussed below).

26 b. **Relevancy and Purpose:** Abhyanker’s use of the .cm Domain and fabricated
 27 evidence to block Nextdoor.com’s registration evidences his bad faith intent to profit off of the
 28 domain through competition with Nextdoor.com. Additionally, Abhyanker’s knowing reliance on
 fabrications to simulate rights and block Nextdoor.com’s registration evidence his bad faith.

13. Exhibit 101: Abhyanker's Supplemental Statement Regarding His Prior Use and Common Law Rights in the NEXTDOOR Trademark (Dkt. 141).

a. **Exhibit Description:** Abhyanker filed this exhibit in response to a Court Order (Dkt. 137) requiring him to file a supplemental statement, including supporting documentation, regarding his alleged senior use of the NEXTDOOR mark. Abhyanker's purported basis for his senior rights included: (1) use of NEXTDOOR on the www.nextdoor.cm website; (2) the attached Exhibit D, which is a fabricated screenshot of NEXTDOOR on the eDirectree.com website; and (3) false assertions that the eDirectree screenshot of NEXTDOOR was how it appeared on the website in 2008 when Exhibit D was, in fact, fabricated in 2013.

b. **Relevancy and Purpose:** First, Abhyanker's bad faith intent to profit is evidenced by his use of his registration of the .cm Domain in this litigation as a basis to claim rights against Nextdoor.com and to attempt to usurp its mark. Second, the fabricated nature of the eDirectree screenshot in Exhibit D evidences Abhyanker's lack of any actual ownership of senior rights in the "nextdoor" name or .cm Domain, and the lack of any good faith basis to believe in same. Third, not only did Abhyanker fabricate the screenshot, he also destroyed records of the eDirectree website, evidencing bad faith and a guilty mind allowing inferences to be drawn against Abhyanker.

14. Exhibit 253: Saturday, October 21, 2006 Email at 4:44 p.m. from Abhyanker; this Email is Sent Back to Abhyanker on June 22, 2007 at 10:30 a.m.

a. **Exhibit Description:** This exhibit describes an idea for a social network Abhyanker sent to a co-worker reflecting the brief time from October 21, 2006 to October 24, 2006 in which Abhyanker apparently considered the "nextdoor" name.

b. **Relevancy and Purpose:** This exhibit dates when Abhyanker was considering use of the name nextdoor. In connection with Exhibit 251, it also evidences Abhyanker's lack of ownership or standing to assert any claim to rights in the .cm Domain, and that it would be Fatdoor, Inc.—transferee of that concept—not Abhyanker personally, that owned any intellectual property related to the social networking idea and the name "nextdoor." This exhibit also contradicts Abhyanker's claims in Exhibit 251 that Exhibit 251 is an authentic email.

1 **15. Exhibit 251: June 22, 2007 Email at 11:49 p.m. from Abhyanker to Fatdoor, Inc.**
 2 **Counsel, Dan Hansen with the Subject Line “Conception Documents: Fatdoor**
 3 **(formerly Nextdoor)”;** Abhyanker’s June 22, 2007 Email Forwards a Fabricated
 4 **Email Purportedly Sent by Abhyanker on Saturday, August 21, 2005 at 4:44 p.m.**

5 a. **Exhibit Description:** In this email delivered in 2007 for due diligence by investors in
 6 Fatdoor, Abhyanker confirmed that his purported “nextdoor” social networking idea became the
 7 Fatdoor social network—*i.e.*, that Fatdoor was “formerly nextdoor”. However, the email also
 8 included a fabricated back date (to 2005) and content (attempting, but inaccurately) to conform to
 9 the fake 2005 time frame for conception of his idea.

10 b. **Relevancy and Purpose:** Abhyanker’s words evidence that Fatdoor, not Abhyanker,
 11 owned any intellectual property related to the social networking idea and the name “nextdoor.”
 12 This exhibit also evidences Abhyanker’s practice of fabricating documents to simulate and
 13 backfill intellectual property rights. Finally, this exhibit evidences that Abhyanker, and Fatdoor,
 14 Inc., used the FATDOOR mark, not “nextdoor” for its services. Thus, it undermines his claim
 15 that he continued to use or wanted to use “nextdoor” after his brief consideration in October 2006.

16 **16. Exhibit 456: Fabricated Document Titled: “Fatdoor/Nextdoor in Cupertino – go**
 17 **to market strategy”**

18 a. **Exhibit Description:** Abhyanker produced this exhibit, during discovery, on a CD
 19 purportedly provided to Benchmark in 2007. It describes a “Fatdoor/Nextdoor” marketing
 20 strategy, states that Fatdoor would hopefully become Nextdoor, and includes numerous other
 21 references to Nextdoor. Its metadata reflects creation on the afternoon of December 5, 2013,
 22 which Mr. McCain will explain was the afternoon after Mr. Abhyanker received a hard drive
 23 purportedly including a copy of the CD’s files. Before December 5, the versions of this
 24 document referred only to Fatdoor, not Nextdoor.

25 b. **Relevancy and Purpose:** The addition of references to “nextdoor” to *simulate*
 26 continued interest in using that name after 2006 undermines Abhyanker’s contention now that he
 27 always had such an interest. Such fabrications (there are several others) also undermine
 28 Abhyanker’s claim that his use was an innocent mistake, as opposed to part of an intentional
 29 deceptive plan.

1 **17. Exhibit 11: October 26, 2011 Email from Abhyanker to Nextdoor.com.**

2 a. **Exhibit Description:** This is the email Abhyanker sent to Nextdoor.com to
3 congratulate the company on its success on the day of its launch. Describing his work for
4 Fatdoor, Inc., Abhyanker asks that Nextdoor.com hire him as an attorney or advisor. Abhyanker
5 says nothing about owning the “nextdoor” name or any other intellectual property rights related to
6 Nextdoor.com. Abhyanker also explains that the Fatdoor patents are owned by Google—not
7 himself or any other company through which Abhyanker now claims rights.

8 b. **Relevancy and Purpose:** This email is relevant to Abhyanker’s lack of ownership
9 or standing to assert any claim to rights in the .cm Domain. In it, he claimed no rights in
10 “nextdoor,” in patents owned by Google, or in anything other than Fatdoor. Abhyanker’s
11 immediate reaction of congratulations undermines Abhyanker’s later, and invented, claims that he
12 had a good faith belief that he, rather than Nextdoor.com, owns rights in the “nextdoor” name.

13 **18. Exhibit 182: March 18, 2008 Email from Abhyanker to Shirley Tay, Attaching A**
14 **True Copy of a December 23, 2008 Settlement and Assignment Agreement Between**
15 **Legalforce, Inc. and Abhyanker.**

16 a. **Exhibit Description:** The December 23, 2008 Settlement and Assignment
17 Agreement (“2008 Legalforce Settlement”) between Legalforce, Inc. and Abhyanker provides
18 that in the dissolution of Legalforce, Inc. in 2008, the corporation only assigned Abhyanker the
19 www.legalforce.com domain and a patent application owned by Legalforce (which is irrelevant to
20 this matter or any claim to the NEXTDOOR mark). The cover email in Exhibit 182 evidences
21 that this 2008 Legalforce Settlement was transmitted to Shirley Tay, Abhyanker’s tax accountant,
22 and additional records reflect it was used in preparing Abhyanker’s taxes.

23 b. **Relevancy and Purpose:** Abhyanker has testified that his claims to rights against
24 Nextdoor.com arose from an assignment received from Legalforce. *E.g.*, Abhyanker Depo. Tx.
25 at 62: 2-10. The 2008 Legalforce Settlement shows that Legalforce, Inc. did not assign
26 Abhyanker any residual rights to any nextdoor concept on which Abhyanker could claim he,
27 personally, owned any rights to the “nextdoor” name. It also contradicts the validity and
28 authenticity of the next exhibit, the fabricated June 4, 2007 Assignment Agreement, and
Abhyanker’s claims to have acquired any other rights through Legalforce, Inc. Finally, Ms. Tay’s

1 use of the 2008 Legalforce Settlement in preparing Abhyanker's taxes further contradicts the
 2 validity of the fabricated June 4, 2007 Assignment Agreement. The fact that Abhyanker never
 3 received any assignment of the rights he now claims from Legalforce undermines his claim of
 4 good faith belief in such rights.

5 **19. Exhibit 183: Purported June 4, 2007 Assignment Agreement.**

6 a. **Exhibit Description:** The June 4, 2007 Assignment Agreement, signed by
 7 Abhyanker for Legalforce, Inc., purports to assign all residual rights of Legalforce to him in 2007.
 8 It has multiple indicia of inauthenticity to which Mr. McCain will testify.

9 b. **Relevancy and Purpose:** This exhibit is relevant to Abhyanker's lack of any good
 10 faith basis to believe he owned rights in a nextdoor concept, as proven by his bad faith fabrication
 11 of documents to simulate such rights. Knowing that he personally had no valid basis to claim
 12 rights from Legalforce, Inc. after its dissolution, Abhyanker fabricated this assignment, as part of
 13 an attempt to backfill a story that he believed he owned rights.

14 **20. Exhibit 239: Fabricated January 7, 2014 Assignment Agreement Regarding
 GeoTag, Inc.'s Patents.**

15 a. **Exhibit Description:** In April 2014, purportedly acting as counsel for GeoTag
 16 Abhyanker assigned to himself 50% of GeoTag's interest in certain patent applications, which
 17 GeoTag had obtained through Fatdoor. Abhyanker signed the agreement both as the assignor on
 18 behalf of GeoTag and on behalf of himself personally.

19 b. **Relevancy and Purpose:** The GeoTag assignment to Abhyanker was unauthorized,
 20 as Mr. Veenstra will testify. This fabricated assignment is relevant to: (1) contradict Abhyanker's
 21 newly minted story that he had a good faith belief of rights to use the .cm Domain based on
 22 purported patent rights; (2) evidence Abhyanker's practice of fabricating documents, and in
 23 particular assignments, to simulate rights purportedly related to the .cm Domain; and (3) show the
 24 lengths to which Abhyanker will go in bad faith to claim a belief in rights to the .cm Domain.

25 Dated: November 10, 2014

FENWICK & WEST LLP

26 By: /s/ Laurence F. Pulgram

27 Laurence F. Pulgram

28 Attorneys for Plaintiff

NEXTDOOR.COM, INC.